WHAT IS A REASONABLE RESTRAINT OF MARRIAGE.—Of course a *total* restraint, except in the case of widows and widowers, is unreasonable. The question then is, what *partial* restraint is reasonable as applied to those who have never been married? This must to a great extent be determined upon the circumstances of each particular case. If the restraint is of so rigid a character as to operate as a prohibition of marriage, or if it unduly postpones it, or if it so limits the class among whom a person may marry as virtually to destroy freedom of choice, it is unreasonable and void. Thus in *Maddox v. Maddox*, 11 Gratt. 804, a condition was held void which in effect forbade a woman to marry anyone except a member of the Society of Friends, there not being more than five or six marriageable male members of the society in the neighborhood. And the same would be held of a condition that a child should not marry until *fifty* years old. On the other hand, a condition that a girl shall not marry under twenty-one is valid. *Reuff v. Coleman*, 30 W. V. 171. And in *Phillips v. Ferguson*, 85 Va. 509, it was held that a condition by a father that his daughter should not marry into "T. W. Phillips' family" was reasonable and valid, and took effect on her marriage with a son of T. W. Phillips. And it must be remembered that a *limitation* of property to a person *until marriage* is always valid, as in this case the estate given ends *ipso facto* on marriage, and there is no question of *forfeiture*. And though the words employed in a will are those usually proper for a condition, yet if it is manifest that the testator *does not intend to restrain marriage*, but merely to provide support for a woman *until marriage*, after which she is presumed no longer to need it, the court will construe the words as amounting to a limitation rather than a condition, and so will give effect to the design of the testator. See *Jones v. Jones*, 1 Q. B. D. 279; *Selden v. Keen*, 27 Gratt. 576.

THE STATUS OF CHAMPERTY IN THE UNITED STATES.—For full discussion see monographic note to *Thallhimer v. Brinckerhoff*, 3 Cowen (N. Y.) 683 (S. C. 15 Am. Dec. 303). It is there said that the States of the Union may be divided as to champerty into three classes. (1). In a few States there is no such thing as champerty. This is said to be the case in California and Texas, and its existence is doubtful in Vermont, Connecticut, and Missouri. (2). In a second class of States the strict English rule is in force, and it is champerty for a lawyer to agree to carry on a law suit for a share of the proceeds as his compensation for services, even though he makes no disbursements, and the client undertakes to pay the expenses and costs. This rule is said to exist in Kentucky, Indiana, Ohio, Michigan, Rhode Island, and Massachusetts. (3). But a third group of States have adopted a middle rule by which, although the lawyer is to be paid for his services out of the proceeds, it is still not champerty unless he also agrees to bear the expenses and costs. This modified rule is said to exist in New Jersey, Illinois, Wisconsin, Mississippi, Tennessee, Georgia, Iowa, and North Carolina. It certainly exists in the Supreme Court of the United States and in Virginia. See *Wright v. Tibbetts*, 91 U. S. 252. In *Nickels v. Kane's Adm'r*, 82 Va. 309, it was held that champerty is a bargain for a portion of the matter sued for, by which the champertor undertakes to carry on the suit *at his own expense*, but that it was not champerty where the attorney does not agree to pay the expenses of the suit; and that where the defendant agreed with an attorney to pay him ten per cent. of

the amount he should succeed in getting a certain decree reduced, but the attorney did not undertake to bear the costs, it was not champerty, but a valid, enforceable contract.

EFFECT OF A DULY EXECUTED CODICIL ON A WILL NOT DULY EXECUTED.—The effect is to establish the will as well as the codicil, and the codicil amounts to a *republication* of the will, and brings it down to the date of the codicil, so that they both speak as of the date of the codicil. See *Corr v. Porter*, 33 Gratt. 278; *Hatcher v. Hatcher*, 80 Va. 169. But in order that the codicil may have this effect, the execution of the codicil must be such as would have sufficed for the will, if the will had been so executed. Thus, in *Gibson v. Gibson*, 28 Gratt. 44, it is held that the following papers do not constitute a valid will in Virginia, No. 1 and No. 2 being offered together for probate:

No. 1. "I, Elizabeth Holmes, do make the following as my last will and testament. I give all my estate, both real and personal, to my two sisters, Margaret and Sally." No. 1 is not in the handwriting of the testatrix, nor signed by her. About an inch below, on the same sheet of paper, is written the codicil.

No. 2. "As Margaret is dead, I give her share to my niece, Lizzie Leigh Gibson." This last was wholly in the handwriting of the testatrix, and signed by her. *Held*, that the codicil, No. 2, does not suffice to make No. 1 and No. 2 the will of Elizabeth Holmes; but it would have been otherwise if No. 1 had been wholly in the testatrix's handwriting, or if No. 2 had had been attested by two witnesses. See 1 Lom. Executors 70; 1 Jarman on Wills 228, 260; 1 Redf. on Wills 260-68.